

DEED RECORD No. 33

SKAMANIA COUNTY, WASHINGTON

212 - YAKIMA BINDERY & PTC. CO. - 192512

#41343

William A. Robison et ux to George W. Heine et ux

REAL ESTATE CONTRACT

THIS AGREEMENT, Made the 21st day of August, 1950, between William A. Robison and hereinafter called Evelyn M. Robison husband and wife/the first party, and George W. Heine and Francis A. Heine husband and wife of the County of Washington and State of Oregon hereinafter called the second party,

WITNESSETH, That in consideration of the stipulations herein contained, and the payments to be made as hereinafter specified, the first party hereby agrees to sell, and the second party agrees to purchase, the following described real estate, situate in the County of Skamania, State of Washington, to-wit:

The East half of the N.E. quarter of the S.E. quarter (E. $\frac{1}{2}$ of N.E. $\frac{1}{4}$ of S.E. $\frac{1}{4}$) of Sec. nine (9), Township three (3) north of range ten (10) East W.M. except approximately 4 10 acre taken by the U.S government in connection with the Coulee Dam project; and excepting also a strip approximately twenty feet in width (more or less) occupied as a county road along the East and North sides of said described tract.

for the sum of Two thousand five hundred (\$2,500.00) Dollars on account of which Six hundred and fifty dollars (\$650.00) Dollars is paid on the execution hereof (the receipt of which is hereby acknowledged),

It is fully understood that the party of the second part can pay any or all of the unpaid balance at any interest bearing date.

and the remainder of One thousand eight hundred and fifty Dollars to be paid at P.O. Box 261, Hillsboro, Oregon in payments of not less than One hundred dollars once each year Dollars including Interest payable thereafter on the first day of September 1951 and the same amount each year hereafter until the said balance be fully paid, said deferred payments to bear interest at the rate of 1 per cent per annum, payable from the date of the instrument, until fully paid; the first of said Yearly payments to be made on the First day of September, 1951.

And the second party, in consideration of the premises, hereby agrees that they will pay none of the taxes which become due and payable for the current fiscal year, and all taxes hereafter levied against said property, and public and municipal liens which may be hereafter lawfully imposed upon said premises, all promptly and before the same or any part thereof becomes past due, and that all buildings now erected on said premises will be kept insured in favor of the first party against loss or damage by fire in an amount not less than nil Dollars in a company or companies satisfactory to the first party, and will have all policies of insurance on said property made payable to the first party as interest may appear and will deliver all policies of insurance on said premises to the first party as soon as insured.

All improvements placed thereon shall remain, and shall not be removed before final payment be made for said above described premises.

In case the second party their heirs legal representatives or assigns, shall pay the several sums of money aforesaid, punctually and at the times above specified, and shall strictly and literally perform all and singular the agreements and stipulations aforesaid, according to the true intent and tenor thereof, then the first party shall give unto the second party, their heirs or assigns, upon request at Hillsboro, Oregon and upon the surrender of this agreement, an Abstract or (Title Insurance) Policy showing marketable title continued as to _____ and a good and sufficient deed of conveyance, conveying said premises in fee simple, free and clear of incumbrances, excepting, however, the above mentioned taxes and assessments and all liens and incumbrances created by the second party, or Their assigns.

But in case the second party shall fail to make the payments aforesaid, or any of them, punctually and upon the strict terms, and at the times above specified, or fail to